

**NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)  
CATEGORICAL EXCLUSION (CX) COMPLIANCE AND DECISION RECORD  
U.S. Department of Interior (DOI)  
Bureau of Land Management (BLM)**

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**NEPA Document Number: DOI-BLM-AZ-P010-2011-055-CX**

**A. Background**

BLM Office: **Hassayampa Field Office (AZP010)**

Lease/Serial/Case File No.: **AZA-13739**

Proposed Action Title/Type: **Tanner Company (CEMEX) Communication Site Right-Of-Way (ROW) Grant Renewal**

Location of Proposed Action: **Gila & Salt River Meridian, Yavapai County, Arizona**  
T. 3 N., R. 3 W.,  
section 28, Tract 37;  
containing 0.020 acres, more or less.

USGS White Tank Mountain SE 7.5 Minute Series Quadrangle Topographic Map, Arizona – Maricopa County; Phoenix North Surface Map. The subject land is located on top of White Tanks Mountain in Buckeye, Arizona (west-central Maricopa County).

Description of Proposed Action: The applicant requests a 30 year renewal of a communication site ROW (AZA-13739). The pre-existing ROW is 30 feet in length and 30 feet in width containing a 12 foot by 12 foot block building and 130 foot guyed tower. The total amount of public land involved is approximately 0.020 acres. See enclosed Exhibit C entitled Tanner Company (CEMEX) Site AZA-13739.

Approval of the renewal would only allow Tanner Company to continue that which is authorized in their original grant/lease. The applicant continues to be in compliance with this ROW. If authorized, the ROW would be issued for an additional 30 years with the right to renew.

**B. Land Use Plan Conformance**

Land Use Plan Name: **Bradshaw-Harquahala Record of Decision and Approved Resource Management Plan**

Date Approved/Amended: **April 2010**

☐ The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s):

☒ The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions):

This action has been reviewed for conformance, with the Bradshaw-Harquahala Resource Management Plan (RMP) with respect to the Code of Federal Regulations (CFR) (43 CFR 1610.5) and BLM Manual 1601.04 C.2. It has been determined that the proposed action does comply with the objectives, terms, and conditions of the RMP. Specifically, this type of action is provided for in Lands and Realty Management, Land Use Authorizations LR-24 which states,

***“Continue to issue land use authorizations (right-of-way, leases, permits, easements) on a case-by-case basis and in accordance with resource management prescriptions in this land use plan.”***

### **C. Compliance with NEPA**

- I. Verification of Listing: The Proposed Action is categorically excluded from further documentation under NEPA, in accordance with the list of DOI-wide categorical exclusions located in 516 DM 11.5 or 516 DM Chapter 2, Appendix 1.

Impacts associated with common communication sites (i.e., shelters, towers, propane tanks and generators) were also addressed in the White Tank Mountains Communication Site Plan, dated August 12, 2005.

Justification for the use of a CX also resides in 516 DM Chapter 6 Appendix 5 Section 5.4 (E)(9) as well as BLM NEPA Handbook (H-1790-1) Appendix 4, (E)(9) which states,

***“Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.”***

- II. Exception Review: The Departmental Manual [516 DM 2.3 (A)(3) and 516 DM, Appendix 2] requires before any action described in the list of categorical exclusions is used, the exceptions must be reviewed for applicability and, in each case, must result in no extraordinary circumstances (see Attachment 1). In this case, the use of a CX is appropriate because there are no extraordinary circumstances which may have significant effects on the environment (see Attachment 1).

### **III. Existing EA/EIS Review for Administrative Determination**

This proposed action is addressed in the following existing BLM Environmental Assessment / Environmental Impact Statement:

White Tank Mountains Programmatic Environmental Assessment (EA) Record (WTMPER AZ-020-8-83). The aforementioned EA is deemed adequate as there is no new disturbance.

### **D. Terms and Conditions**

Mitigating measures were incorporated in the original grant/lease as stipulations. Additional mitigating measures have been added however, the stipulations of the original grant/lease will continue to apply. A list of all mitigating measures are located in the attached document entitled Mitigating Measures for AZA-13739 (Exhibit B).

**E. Signature**

Authorizing Official: /S/ D. Remington Hawes Date: 8/21/2012  
(Signature)

Name: D. Remington Hawes

Title: Hassayampa Field Manager

**F. Contact Person**

For additional information concerning this CX review, contact: Hillary Conner, Hassayampa Field Office (HFO) Realty Specialist, by phone 623-580-5649, e-mail hconner@blm.gov or BLM Phoenix District Office address, at 21605 N. 7th Avenue Phoenix, Arizona 85027.

**Note:** A separate decision document must be prepared for the action covered by the CX. See Attachment 2.

# Attachment 1

EXTRAORDINARY CIRCUMSTANCES REVIEW AND CHECKLIST		
<p><i>IMPORTANT: Appropriate staff should review the circumstances listed below, and comment for concurrence. Rationale supporting the concurrence should be included where appropriate.</i></p>		
EXTRAORDINARY CIRCUMSTANCES	YES/NO & RATIONALE (If Appropriate)	STAFF
Does the proposed action...		
1. Have significant impacts on public health and safety?	N	HC
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness or wilderness study areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds (Executive Order 13186); and other ecologically significant or critical areas?	N	HC, CC, CM
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)]?	N	HC, CC, CM
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	N	HC, CC, CM
5. Establish a precedent for future action, or represent a decision in principle about future actions, with potentially significant environmental effects?	N	HC, CC, CM
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?	N	HC, CC, CM
7. Have significant impacts on properties listed or eligible for listing, on the National Register of Historic Places as determined by either the Bureau or office?	N	CM, HC
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?	N	HC, CC
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment?	N	HC, CM
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?	N	HC, CM
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners, or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?	N	HC
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?	N	HC, CC

HC = Hillary Conner, Realty Specialist  
 CC = Codey Carter, Wildlife Biologist  
 CM = Christopher McLaughlin, Archaeologist

## **Approval and Decision**

### **Attachment 2**

**Compliance and assignment of responsibility:** Lands & Realty Department

**Monitoring and assignment of responsibility:** Lands & Realty Department

*Review: We have determined that the proposal is in accordance with CX criteria and that it would not involve any significant environmental effects (see Attachment 1). Therefore, it is categorically excluded from further environmental review.*

**Prepared by:** \_\_\_\_\_  
/S/ Hillary Conner  
**Hillary Conner**  
**Realty Specialist**

**Reviewed by:** \_\_\_\_\_  
/S/ Jim Andersen  
**Jim Andersen**  
**Lead Realty Specialist**

**Reviewed by:** \_\_\_\_\_  
/S/ Leah Baker  
**Leah Baker**  
**Planning & Environmental Coordinator**

#### **Project Description:**

The applicant has applied for the renewal of ROW AZA-13739, authorization for the continued use of an existing communication site. No construction is involved. The communication site is on approximately 0.020 acres of public land. If approved, the grant/lease would be issued for a 30 year term, beginning October 8, 2010, and set to expire October 7, 2039.

**Decision:** Based on a review of the project described above and field office staff recommendations in Exhibit A (Specialist Comments for AZA-13739), I have determined the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. I concur with the proposed action provided the decision document includes the Mitigation Measures for AZA-13739 (Exhibit B) and White Tank Mountain Stipulations (Exhibit D).

**Approved By:** \_\_\_\_\_ **Date:** 08/21/2012  
**D. Remington Hawes**

# **Specialist Comments for AZA-13739**

## **Exhibit A**

**Codey Carter, Wildlife Biologist:**

Resource Functional Area: Fish/Wildlife, Migratory Birds = “NI” 10/11/2011

Resource Functional Area: T&E /Candidate Species = “NP” 10/11/2011

**Chris McLaughlin, Archeologist:**

Resource Functional Area: Cultural Resources = “NI” 11/8/2011

Resource Functional Area: Native American Religious Concerns = “NP” 11/8/2011

*“I received a project initiation worksheet from BLM realty Specialist Hillary Conner for Tanner Company’s renewal of a Communication site ROW. The ROW, 250 acres in total, had been surveyed for cultural resources in its entirety on 8/24 and 25, 1976. This survey proved to be negative for any cultural resources except for a “single small lithic scatter located on the eastern boundary of the area” surveyed in 1976 “in sections 27-34 well outside the area usable for communications facilities. The scatter does not warrant mitigating measures beyond the scope of this report. No other cultural resource materials were located”. Since the proposed action does not include there being any new ground disturbance and the lithic scatter has been recorded thus exhausting its information potential, I am confident in recommending this action proceed.*

**Recommendations:**

☒ Clearance Recommended with the Following Stipulations

☒ Standard Stipulations

*Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Bureau of Land Management authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values.”*

**Hillary Conner, Realty Specialist:**

Resource Functional Area: Lands/Access = “NP” 10/7/2011

*“This communication site is already in existence therefore, it will not have any new or negative impacts on existing holders. Recommendation is to renew the lease.”*

NP = not present in the area impacts by the proposed or alternative actions

NI = present but not affected to a degree that detailed analysis is required

PI = present with potential for relevant impact that needs to be analyzed in detail in the environmental document

# **Mitigation Measures for AZA-13739**

## **Exhibit B**

1. All terms and conditions of the original grant/lease continue to apply (see Exhibit D, White Tank Mountain Stipulations attached);
2. This grant/lease is issued subject to the holder's compliance with all applicable regulations in accordance with 43 Code of Federal Regulation (CFR) 2800;
3. The stipulations, plans, maps, or designs set forth in Exhibits A, B, C and D, attached hereto, are incorporated into and made a part of this grant/lease instrument as fully and effectively as if they were set forth herein in their entirety;
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the BLM authorized officer (AO). The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values;
5. The holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office (GLO) and BLM Cadastral Survey Corners, reference corners, witness points, United States (U.S.) Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the AO and the respective installing authority if known. Where GLO or BLM ROW monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the AO. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost;
6. The holder shall inform the AO within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195;
7. The holder shall comply with all State and Federal laws applicable to the authorized use and such additional State and Federal laws, along with the impending regulations, that may be enacted and issued during the term of the grant/lease;
8. The holder shall not use BLM managed land that is within, adjacent to, or outside the ROW for the long-term storage of any materials, equipment, or vehicles during any construction, operation, maintenance, and/or termination activities associated with the ROW;
9. Holder shall maintain the ROW in a safe, usable condition, as directed by the AO;
10. The holder shall operate and maintain any improvements, within this ROW, in strict conformity with that which has been approved by this grant/lease. Any relocation, additional construction, or use that is not in accord with the approved grant/lease, shall not be initiated without the prior written approval of the AO;

11. The ROW reserves to the Secretary of the Interior, or lawful delegates, the right to grant additional ROW, leases, or easements on BLM land for compatible uses over, under, within or adjacent to the lands involved in this grant/lease;
12. No vegetative material, debris or refuse shall be disposed of either within the ROW or on any other federal land. Instead, the holder shall dispose of any vegetative material, debris and/or refuse at legal off-site locations;
13. The holder of this ROW or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto;
14. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the ROW or on facilities authorized under this ROW grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government;
15. The holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant/lease;
16. The holder shall fully indemnify or hold harmless the U.S. for any liability, for damage, or claims arising in connection with the holder's use and occupancy of the ROW;
17. The holder agrees to indemnify the U.S. against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et. seq.) on the ROW, unless the release or threatened release is wholly unrelated to the ROW holder's activity on the ROW. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties;
18. This ROW may be renewed. If renewed, the ROW will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;
19. The holder shall permit free and unrestricted public access to and upon the ROW for all lawful and proper purposes;
20. Upon expiration of the ROW or upon abandonment, whichever comes first, the holder will restore the lands to their natural grade and condition so far as it is practicable and/or to the satisfaction of the AO;
21. Prior to termination of the ROW, the holder shall contact the AO to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant/lease;
22. All valid rights existing on the date of the grant/lease;



23. The ROW herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the U.S., so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the U.S.;
24. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant/lease/permit. The permittee shall obtain from the BLM AO approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM AO may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished to the BLM AO either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the ROW shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for the use under this grant/lease/permit.

# **White Tank Mountain Stipulations**

## **Exhibit D**

1. The right granted upon approval of this application does not include the right to use the access road heretofore constructed by the United States (U.S.) across lands from the intersection of the access road with the south line of Section 34, T. 3 N., R. 3 W., G&SRM, to the vicinity of the above-described lands pursuant to the right-of-way (ROW) application filed. Said access road is under the administration and jurisdiction of the Western Area Power administration, U.S. Department of Energy, and any use by the holder thereof shall be subject to such terms and conditions as may be imposed with respect thereto by the U.S. Department of Energy, and the holder shall have no right to use such access road until he has first obtained a permit in writing from the District Manager, Western Area Power Administration, U.S. Department of Energy, Phoenix, Arizona (See note below). \*
2. The holder acknowledges hereby that this area is included in a recreational patent issued to Maricopa County, and the lands covered by this grant/lease are used for recreational purposes by park patrons. The holder agrees to indemnify and hold the U.S., its officers, agents and employees, harmless against any loss by reason of the holder's operations under this application or the grant issued thereon. The holder is also aware of the public liability in the event of injury or death to park patrons caused by high voltage transmission equipment erected and maintained by the applicant in this multiple-use area.
3. Sites, where feasible, will be utilized on a multiple-use basis, and other communications holders shall be allowed to utilize unused space.
4. The holder agrees the buildings and attendant improvements will conform with and complement the general natural surroundings by complying with the following stipulations:
  - a. All construction will be accomplished with the minimum of scarring or change to the natural terrain.
  - b. No new bulldozed or graded access roads shall be constructed leading off the existing access road. No material from cuts made for the construction of facilities shall be spilled over slopes or stockpiled.
  - c. Vehicles servicing or installing equipment shall be confined to developed roads and parking areas.
  - d. Trash, rubbish, and other construction debris will be removed from the sites to prevent unsightly accumulations and reduce fire hazards; such debris will be disposed of in a designated area. Equipment and grounds will be maintained in good condition and in a neat and orderly manner.
  - e. The premises shall be maintained in a neat and orderly manner; no materials will be openly stored (example: wire reels, etc.).
  - f. Buildings shall be constructed with a low profile not exceeding one story in height.

- g. The holder shall paint buildings and support equipment, except towers, transmitter lines, and antennas, a desert earthen color. No high gloss paint will be used and every effort shall be made to use paint that will blend with the natural background. Towers will be built utilizing non-reflective galvanized steel.
  - h. All building foundation and tower bases will be hand set, i.e., no bulldozer leveling of site unless physically impossible to do otherwise and only upon approval of the BLM authorized officer.
- 5. The holder shall join the White Tanks Improvement Association and abide by environmental and other stipulations of the User's Agreement.
- 6. The serial number of the grant/lease and the name of the holder will be affixed to the tower and the building housing the radio equipment in such a way as to be visible from a reasonable distance.
- 7. The holder agrees to comply with the present and future Federal regulations, including those concerning environment, and the employment of practices as prescribed by the Secretary to protect the public interest.
- 8. Upon expiration of the grant/lease or at any time before expiration of the grant, should the holder relinquish said ROW, the holder agrees to remove all improvements and debris, and restore the site to as near its natural condition as possible to the satisfaction of the BLM authorized officer (AO).
- 9. The holder agrees to comply with any additional stipulations, terms and conditions which may be prescribed by the Secretary of the Interior consistent with the recreational use of the lands and the use authorized by this grant/lease.
- 10. During the period of this grant/lease, the holder agrees, upon notification by the AO, to take necessary actions, at his expense, to conform to any future communication site plans developed by BLM for the area.

\* Project Manager, Parker-Davis Project, Bureau of Reclamation formerly has jurisdiction of the access road; Western Area Power Administration, U.S. Department of Energy took over administration and jurisdiction of the road.